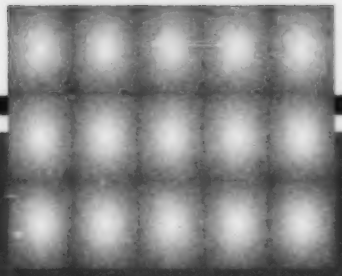
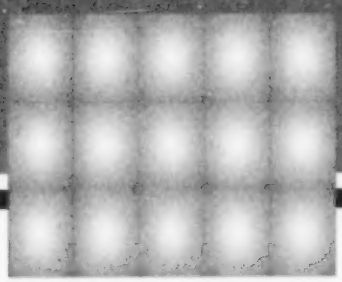


Licensee Retail Store Licence

TERMS and CONDITIONS

A GUIDE FOR
LIQUOR LICENSEES
IN BRITISH COLUMBIA

Updated
March 2008



BRITISH COLUMBIA
The Best Place on Earth

Ministry of
Public Safety
and Solicitor General

This guide . . .

provides essential information for operating a licensee retail store. This information does not apply to all licence classes.

Separate guides are available for those holding food-primary, liquor-primary, UBrew/UVin, brewery, distillery and winery licences.

For copies of these other guides, please contact us or visit the provincial government website below:
Phone (toll free): 1 866 209 2111
E-mail: lclb.lclb@gov.bc.ca
Website: www.gov.bc.ca/pssg (under "Liquor Licensing")

Licensee Retail Store Licence
Terms and Conditions
A GUIDE FOR LIQUOR LICENSEES
IN BRITISH COLUMBIA

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Introduction

This Guide

This guide outlines the requirements of the Liquor Control and Licensing Act and Regulations for operating licensee retail stores. It also imposes further terms and conditions, in addition to those found in the Liquor Control and Licensing Act and Regulations.*

Like the requirements contained in the Act and Regulations, these additional terms and conditions – and any further terms and conditions that might be printed on the face of your licence or contained in letters issued to you by the general manager of the Liquor Control and Licensing Branch – must be followed at all times.

Important!
Please take time to read this guide carefully and make sure your managers and staff are familiar with the information presented here, and with any additional terms and conditions printed on the face of your licence and/or in letters issued by the Liquor Control and Licensing Branch.

As a licensee, it is your responsibility to operate your business so that it complies with the law and with the terms and conditions of your licence.

*Section 12 of the Liquor Control and Licensing Act provides the general manager with the authority to impose, in the public interest, terms and conditions on licences.

Please note:
Wherever definitions, words or expressions used in this guide differ from the wording of the Liquor Control and Licensing Act and Regulations, the legislation will prevail.

Definitions Used in this Guide

"The Act" means the Liquor Control and Licensing Act, the provincial legislation that guides the licensing of establishments that manufacture, store or sell liquor in B.C.

"Agent" means any agent of a manufacturer, employee of a manufacturer or employee of an agency that sells domestic or imported liquor products.

"Blue-lined area" refers to the area within a licensee retail store where you may sell liquor and conduct consumer tastings.

"The branch" means the Liquor Control and Licensing Branch, the government agency that administers the Act.

"Buy-sell Agreement" is a contract between a liquor manufacturer/agent and a bar, pub, restaurant or licensee retail store to promote the manufacturer/agent's products. A buy-sell agreement spells out what the licensees have agreed to and for how long that agreement is to remain in place (it may not exceed 36 months).

"Food-primary" refers to a licensed establishment where the service of food, as opposed to liquor, is the primary focus of the business.

"The general manager" means the general manager of the Liquor Control and Licensing Branch.

"Licensee" refers to any individual, individuals or corporate body that holds a British Columbia liquor licence. The term covers both the licensee of record and any person acting in the place of the licensee, such as a manager or person in charge of an establishment in the licensee's absence, and staff working in the establishment.

"Licensee Retail Store" is an establishment that is permitted to sell all types of packaged liquor. It must be owned and operated by the licensee of a liquor-primary establishment.

"Liquor-primary" refers to a licensed establishment where the service of liquor, as opposed to food, is the primary focus of the business.

" means a manufacturer of liquor
i.e., beer, wine, spirits, cider and
r the corporate official of a liquor
rer.

s to an individual who is under 19
ge — 19 is the legal drinking age in
lumbia.

her" or "Voucher" is a certificate
a manufacturer. A customer may
oucher to a participating licensee
e and exchange it, at no charge, for
ty of liquor (a bottle of wine or a
f cider, for example) specified on
er.

nditions of licence" are
nts of licensees that are set by
regulation or branch policy. All
rms and conditions must be
Not following them may result in
ent action.

S

and conditions change from time
vill send out revisions to this guide
addition, an up-to-date copy is
e on the provincial government
"Liquor Licensing":
www.gov.bc.ca/pssg

Help is available

We know how difficult it can be to operate a licensed establishment, and understand the challenges you may face in consistently following B.C.'s liquor laws. You should always feel free to discuss potential enforcement problems with a liquor inspector or another branch employee.

If you have any concerns or questions, please contact your local liquor inspector or write, telephone or email the Liquor Control and Licensing Branch at:

Mailing address
PO Box 9292 Stn Prov Govt,
Victoria, BC V8W 9J8

Office address
2nd Floor, 1019 Wharf St.,
Victoria, BC V8W 2Y9

Email
lclb.lclb@gov.bc.ca

Phone
250 387-1254 in Victoria

Toll Free Phone
1-866-209-2111

A range of helpful information along with licensee guides, application forms and links to the Liquor Control and Licensing Act and Regulations can be found on the provincial government website under "Liquor Licensing":

www.gov.bc.ca/pssg

Background: Who is Responsible for What

e Liquor Control and censing Branch

Liquor Control and Licensing Branch is onsible for regulating and monitoring the sale quor in licensed establishments in British mbia, and for protecting the public from the n that may be caused by making and selling or or products that contain alcohol.

branch issues and supervises liquor licences, monitors the activities of all liquor licensees itish Columbia to make sure they are wing the rules laid out in the Liquor Control Licensing Act, its Regulations, and their ce terms and conditions.

nake sure the public has full access to rmation about liquor licensees in this vince, we post summaries of all cases where branch has recommended enforcement action our branch web site. For those cases that go n enforcement hearing, we post the complete of the decision. (Names of individuals are oved to comply with the requirements of the edom of Information and Protection of Privacy)

ur Role as a Licensee

a licensee (someone who holds a liquor nce), you are legally responsible for erstanding how the Act, its Regulations, and specific terms and conditions of your licence ct the operation of your establishment, and complying with the Act, its Regulations, and terms and conditions of your licence.

are also responsible for making sure your loyees follow B.C.'s liquor laws and the terms conditions of your licence, even when you not on site.

In addition, you must let the branch know about any changes you make to your business or to the buildings you operate. You must cooperate with liquor inspectors and police, and ensure that the actions of you and your staff do not put liquor inspectors or police at risk or prevent them from carrying out their duties.

If you do not carry out your legal responsibilities, you could face serious penalties, including the suspension or loss of your licence.

The Role of the Liquor Inspector

Liquor Control and Licensing Branch liquor inspectors are located in regional offices across the province. They may make unannounced visits to your licensee retail store at any time to:

- explain the terms and conditions of your licence
- inspect the physical layout of your store
- inspect your legal, financial and business records
- observe and record your business practices, identifying gaps or weaknesses that are likely to lead to non-compliance (to you not following the Act, its Regulations and the terms and conditions of your licence), and
- identify any contraventions of the Act, Regulations or the terms and conditions of the licence occurring in your establishment.

If a liquor inspector finds you are contravening (not following) the Act, its Regulations or the terms and conditions of your licence, the inspector will issue a Contravention Notice and may recommend that the general manager take enforcement action against you.

Please note:
Liquor inspectors are a good resource. They can provide you with both help and advice, and we recommend you get to know your local liquor inspector as soon as possible.

Police

make unannounced visits

through your
look for evidence of any
especially those that could
within the community or
blic safety, such as
s in possession of alcohol.
ontravention, they will
led a Licensed Premises
e copy with you and send
trol and Licensing Branch.

on all LPCs, and may ask a
duct a further inspection.
ns the contravention, he or
vention Notice and may
ent action.

The Role of Local Government and First Nations

A liquor licence is only one requirement in opening a licensed establishment in British Columbia. Liquor licensees must also deal with local governments on such issues as zoning, building bylaws, business licensing requirements and health and fire regulations.

Local governments are responsible for protecting the peace and good order of their communities and are often the first to learn about problems relating to licensed establishments. The general manager takes complaints from local governments that licensed establishments are operating contrary to the public interest and are disturbing people in the surrounding area very seriously.

e Nature of Your Business

Liquor-Primary
nce

licensee retail store licence and operate
retail store, you must also hold a
mary licence and operate a liquor-
establishment (a bar, pub, etc.).

to continue to operate your licensee
re, your liquor-primary must be of
capacity and be open to the public
ours and days per week to be
d a viable business.

also continue to satisfy the
ents of your liquor-primary license in
retain your licensee retail store licence.

t You May Sell

sell beer, wine, cider, coolers and a full
spirits at your licensee retail store. You
sell B.C. lottery products, cigarettes,
snacks (i.e., chips and nuts) and liquor-
ems such as glasses, bottle openers and
ws.

, your store must not resemble a
nce store, and you may not stock other
ch as milk and newspapers.

sical Layout

nsee retail store may not appear to be
or associated with - any other business
inity (other than your liquor-primary
ment). Your store and any other

be separated by full-height walls, and
have separate entrances, with no public
way from one to the other.

The public must enter your store from a public thoroughfare (a street or mall corridor, for example), and not through any other business.

If your store is located on the same property as your liquor-primary establishment, your two establishments (retail store and liquor-primary establishment):

- must have full-height walls between them
- must have separate entrances, with no public doorway from one to the other (you may have a door to be used by staff only)
- may share a common lobby.

They do not have to have similar architecture or the same colour scheme.

Games and Entertainment

Games and entertainment are not permitted in your store.

If your liquor-primary establishment offers adult entertainment, you must make sure your store customers cannot see into the adult entertainment area.

Drive-throughs

Some older licensee retail stores are set up for drive-through sales, while these stores are allowed to continue operating their drive-throughs, no new drive-throughs are permitted. Should these stores re-locate, the drive-through privilege would be revoked.

Managing Your Store

Posting Your Licence

You must post your liquor licence certificate in a prominent location in the licensed area of your store to ensure it is immediately available for review by liquor inspectors and police.

Storing Your Floor Plans

When you first applied for a licensee retail store licence, you submitted your store's floor plans for approval. Once they were approved by the general manager, these floor plans became part of your liquor licence. As with the licence certificate, liquor inspectors and the police must have quick and easy access to the information contained in your floor plans.

Your floor plans must be stored in the licensed area of your store, and must be immediately available for presentation to a liquor inspector or a police officer on request.

Renewing Your Licence

You must renew your licence each year and pay an annual licence fee. We calculate your fees based on the amount of liquor your business purchased from the Liquor Distribution Branch in the previous year – see the chart below:

Annual Liquor Purchases from the Liquor Distribution Branch	FEE
$12,500 or less	$ 275
over $12,500 and up to $20,000	$ 550
over $20,000 and up to $45,000	$ 825
over $45,000 and up to $100,000	$1,100
over $100,000 and up to $250,000	$1,200
over $250,000	$1,400

Providing Information to the Branch

You must be forthright in providing information to the branch. Making a misleading statement or failing to disclose a material fact (such as the fact that a third party is using your licence, that shares have been transferred or that the lease on your property is about to run out) are licensing contraventions.

Making Changes to Your Liquor Licence

The details of your liquor licence application — who you are, the name, location, size and layout of your store, etc. — are critical factors in the decision to grant a licence.

Any changes you intend to make to these factors after your licence is granted require the approval of the branch before you make the changes. (See *Appendix 2* for detailed information about making changes to your licence.)

Selling Your Store and Transferring Your Licence to a New Owner

Your licensee retail store licence must remain associated with your liquor-primary licence; you may not sell one and retain ownership of the other.

If you wish to transfer both licences to a new owner, the new owner must apply to transfer the licence using the Application for a Liquor-Primary Licence form (available from the website listed on page 2). As the current licensee, you will need to sign the Agreement to Transfer Licence(s) section of that form — this is where you officially agree that when the general manager approves the transfer application you will relinquish all claims to your licence(s). You also acknowledge that you will continue to be held responsible for any contraventions that occur until the transfer is approved. The application form explains the

documentation and/or approvals required. If applicable, you must also give the new owner all records of liquor bought from the Liquor Distribution Branch in stock at the time of the sale.

The general manager may not approve a licence transfer if the branch is in the process of taking enforcement action against you as the current licensee.

Beginning in 2008, the new owner may not sell any liquor until the general manager has approved the licence transfer.

Re-locating Your Store

You may apply to re-locate your licensee retail store away from your liquor-primary establishment:

- anywhere within your local government or First Nations jurisdiction, or
- up to five kilometres away if you are re-locating to a neighbouring jurisdiction.

However, you cannot re-locate within .5 kilometre of another licensee retail store.

The general manager will require confirmation that the proposed location complies with local zoning bylaws.

Buying, Storing, Selling & Delivering Liquor *plus* Taking Empty Container Returns

Buying and storing liquor

You must purchase your liquor from a designated Liquor Distribution Branch liquor store or other source authorized (in writing) by the general manager or the Liquor Distribution Branch.

Whenever you buy liquor, you must first identify yourself as a licensee. The liquor store will then record your purchase against your licence number. It is a serious contravention to buy liquor from an unauthorized source or to purchase liquor that is not recorded against your licence number.

The liquor stock you purchase must be stored at your establishment.

Maintaining a liquor register

You must keep a detailed, written record of every liquor purchase made under your licence by date, in a liquor register. (A liquor register is usually a book or binder where you keep your copies of the documentation you receive every time you buy liquor.)

Your liquor register must be available for inspection by a liquor inspector or police at any time. The inspector or police officer may look at your register and compare it to your liquor stock to make sure you have purchased your liquor in the proper way. It is not sufficient to simply store receipts of your liquor purchases and call these your record or your register.

Illicit or private liquor

You may not buy, keep, sell or give illicit liquor to anyone. Illicit liquor is defined as:

- liquor purchased or otherwise obtained from a source other than your designated liquor outlet
- stolen liquor
- smuggled liquor
- liquor intended for export
- home manufactured or UBrew/UVin liquor
- liquor purchased as a medicinal, confectionery or culinary product that is being used as beverage alcohol
- liquor that has been adulterated or watered-down, and
- samples that may have been left by an agent.

You are accountable for any illicit alcohol found anywhere on your premises (service or storage area). It is not acceptable to say that illicit liquor made its way into your stock by accident, that it was a gift for personal use, or that an employee left it there.

If you recently purchased your establishment and acquired your licence through a transfer, you must conduct a thorough audit of all liquor on the premises to ensure none is illicit.

You also may not keep, serve or sell liquor bought for private consumption in your establishment.

Selling liquor

You are restricted to selling liquor to retail customers. You may not sell liquor to licensed establishments (including your own liquor-primary establishment), to anyone buying liquor for events held under a special occasion licence, or to other types of establishments authorized to sell liquor.

When selling kegs of beer, you are restricted to selling kegs that are 30 litres or less.

Hours of sale

You may sell liquor at your establishment between the hours of 9:00 a.m. and 11:00 p.m., or as indicated on the face of your licence.

Pricing

You may adjust your prices at any time throughout the day provided your prices are not lower than the price you would pay to purchase the same liquor from the Liquor Distribution Branch or authorized source on the same day (exclusive of sales tax).

Price lists

You must have a list available showing the size of each liquor item or package you sell and its price. The price must indicate whether or not taxes are included.

You may post the price list as a printed list or on a board. At a minimum, it must be available to customers on request.

Delivery

Licensee retail stores may deliver liquor to customers under the following terms and conditions:

- Deliveries must be made by and to people legally able to consume liquor, and only to a place where liquor may be legally possessed and consumed.
- Liquor can only be sold and delivered to individuals 19 years of age or older. When proof of age is required, customers must show two pieces of identification at the time of delivery. One of those pieces must be a government issued identification card such as a driver's licence with photo, name and birth date. The other piece must contain the person's name along with a signature or picture;
- You may not deliver to an intoxicated person or someone under the influence of drugs.
- You may deliver no later than one half hour after your store's closing time.
- The products that you deliver must be products that you regularly stock and have available for purchase by walk in customers.
- Your charge for the liquor must be your regular retail price of the liquor plus a separate delivery charge. You must inform customers of both charges when they place an order.
- You may deliver from your licensee retail store only, not your liquor-primary establishment.
- You must keep delivery transaction records for at least three years. These must include the date, time and address of each delivery, the products purchased, the prices charged, delivery fees and total amount paid.
- You are responsible for making sure that anyone delivering for you follows these rules. You are liable for any contraventions of the Act, Regulation, or the terms and conditions of your licence committed by your delivery service. (This is because the delivery service is simply delivering for you - the liquor sale is between you and your customer.)

Taking Empty Container Returns

Provincial environmental regulations require you to accept up to 24 empty container returns per person per day for the product brands and sizes you sell. (The 24 container return limit refers to the combined number of all containers returned by a person.) You must refund the full amount of the applicable container deposits.

Providing Safe and Responsible Service

Serving It Right™: B.C.'s Responsible Beverage Service Program

Serving It Right is a self-study course that educates licensees, managers and servers about their legal responsibilities when serving liquor, and provides effective techniques to prevent problems related to over service.

Serving it Right must be completed by all licensees, managers, sales staff, and servers. If you are licensed as a public or private corporation, the licensee portion of this requirement is met if any director, officer or employee responsible for controlling the sale of liquor completes the Serving it Right program.

Serving It Right:
The course packages,exams and certificate numbers may be obtained from the program:
Phone:
604-633-9798
Fax:
604-633-9796
E-mail:
info@servingitright.com
or downloaded from website:
www.servingitright.com

The *Serving it Right* program is administered by go2 — B.C.'s tourism industry human resources association.

You are responsible for making sure your employees take Serving It Right. You must keep photocopies of their Serving It Right certificates, ready for inspection by a liquor inspector or police officer at all times.

Controlling Your Store

You and your employees are responsible for managing and controlling the behaviour of your customers. You must ensure that other customers, your staff and members of the community are not harmed as a result of liquor misuse or criminal activity in your store, and you are required to take steps to ensure your business does not disturb the surrounding community.

If your staff, customers or members of the community have reason to be concerned that there is a threat to their safety, you must act on these concerns. If criminal or riotous conduct has occurred, or you suspect it may, then you must notify police immediately.

An individual who has been asked to leave, or has been barred from entering your store, must not return for at least 24 hours. If a person does this, he or she is committing an offence and may be arrested.

Section 22 of the Act allows the general manager to suspend a liquor licence for 24 hours and order the immediate removal of customers where there is an imminent threat to people's safety. In this situation, you are required to take all reasonable steps to ensure that customers vacate the premises immediately.

With the exception of consumer tastings (see the section on Relations with Liquor Manufacturers and Agents), you must not permit consumption on the premises.

Preventing disturbances

You must take reasonable measures to make sure your business is not operating contrary to the public interest and does not disturb people near your establishment.

Examples of reasonable measures include installing adequate lighting outside your establishment and in the parking lot, supervising your parking areas, and posting signs asking your patrons not to disturb your neighbours.

Important!
If a liquor inspector believes you are not taking reasonable measures to prevent disturbances - or if we receive a number of complaints from the public about disturbances that can be linked back to your establishment - you will be required to attend a compliance meeting. (Please see the section on *Enforcement* for more about compliance meetings.)

Minors

Minors are allowed in a licensee retail store only when accompanied by a parent or guardian. Minors may not be employed in a licensee retail store.

It is against the law to sell, serve, or supply liquor to a minor. It is expected that you and your staff will put in place effective systems to meet this objective. If you or an employee allow a minor to purchase liquor, your licensing privileges could be jeopardized, and you risk prosecution.

ID requirements

When you verify a customer's age, you and your employees must ask for **two** pieces of identification.

The first piece of identification must:

- be issued by a government agency (e.g. a passport or driver's licence), and
- include the person's name, signature, birth date and picture.

The second piece must:

- include an imprint of the holder's name (e.g. a credit card or Care Card), and
- include the person's signature and/or picture.

If the person cannot produce two pieces of acceptable identification that proves they are 19 or older, you must refuse them service. You must cooperate with a liquor inspector if the inspector asks you or your staff to determine whether a person is a minor.

You are encouraged (but not required) to retain identification that is clearly false and to turn it over to your liquor inspector. Where possible, the inspector will return the identification to the agency that issued it. (If the patron insists you return the ID, you should do so, but we encourage you to take a photocopy of it first to give to your liquor inspector.)

To verify identification, ask the person for:

- A sample signature to compare to the signature on the photo identification.
- His or her zodiac sign – people with false identification often will be unable to answer quickly.
- His or her middle name and how to spell it.
- Information that is on the identification, such as the person's address or postal code.

Intoxicated patrons

You must not let a person who is intoxicated or apparently under the influence of alcohol or drugs enter or remain in your store. You must refuse the person service, have the person removed and see that he or she departs safely.

You also must write down all incidents of intoxicated patrons and the action you took in an incident log, and have the information available for the liquor inspector or police officers.

Physical signs of intoxication:

- red or bloodshot eyes
- disheveled appearance
- odor of liquor
- unsteadiness on feet
- staggering
- exaggerated care in walking
- slurred speech
- fumbling with small objects such as money

Mental signs of intoxication:

- lack of alertness
- exaggerated emotions
- aggression
- irrationality

Disorderly or riotous conduct

You must not allow violent, quarrelsome, riotous or disorderly conduct or unlawful activities to take place in your store. This includes behaviour that might cause a reasonable person to believe his or her safety is threatened.

If you know or suspect that this kind of behaviour has taken place, is currently taking place or may take place, then you must notify the police immediately.

Advertising Your Business

What You May Advertise

You may advertise:

- the name and location of your store
- your liquor licence category
- your hours of sale
- that you sell beer, wine, cider, coolers and spirits
- manufacturer names, brand names and prices

Your ads cannot:

- encourage liquor consumption or irresponsible drinking
- use pictures of minors, or personalities, images or activities that may appeal to minors
- show people drinking or anyone who is either intoxicated or behaving irresponsibly or illegally
- suggest that customers will be provided with free liquor, or liquor below the price you would pay as a licensee for the same product through the Liquor Distribution Branch.

Where You May Advertise

You may advertise your store in newspapers, magazines and periodicals, or on television, radio or the Internet. You can put up signs, and print pamphlets or brochures, including graphics and pictures of your store.

Store Name and Signs

You may call your store a "licensed liquor store," "private liquor store" or "licensed retail liquor store." (To avoid confusion with Liquor Distribution Branch stores, you may not call your store a "B.C. liquor store," "government liquor store" or just "liquor store.")

Any signs, including a sign bearing the name of your establishment, must comply with local government bylaws. Signs are considered to be advertisements and must comply with the advertising terms and conditions outlined in the preceding section on advertising. All signs, whether inside or outside your store, must be approved by the branch before you put them up.

Your signs may display:

- the name of your establishment
- the kind of liquor you offer (including manufacturer and brand names)
- your liquor prices
- your hours of sale

Relations with Liquor Manufacturers and Agents

What You May and May Not Do

he Liquor Control and Licensing Act and its egulations set out strict rules regarding how you n work with liquor manufacturer/agents, hired gents and independent agents to promote their roducts.

ome promotional activities are prohibited utright; others are permitted at any time; still thers are permitted only if you document them a "buy-sell agreement" – a contract between ou and a liquor manufacturer/agent to promote s or her liquor products.

buy-sell agreement spells out what you and the ther licensee have agreed to and for how long at agreement is to remain in place (it may not xceed 36 months). For example, you and a inery enter into a three-month buy-sell greement where you agree to purchase a pecified number of cases of the winery's best ine in exchange for the winery running a ontest in your licensee retail store, with the rize of a weekend ski getaway for two.

buy-sell agreement must not exclude, restrict r otherwise prohibit you from carrying or selling he products of the liquor manufacturer's ompetitors.

Agents

There are three kinds of licensed agents in British Columbia:

- liquor manufacturers who market and sell their products off-site (an agent's licence is not required for liquor manufacturers who promote and sell their products on-site only, at a retail store or sampling room)
- agents hired by liquor manufacturers to market and sell their products off-site, and
- independent agents who market and sell imported and/or domestic products from a variety of liquor manufacturers.

All agents must be licensed by the Liquor Control and Licensing Branch and must comply with the Act, its Regulations and the terms and conditions of their agent's licence when promoting and selling liquor products.

Agents may hire employees to market and sell liquor products. Agents are responsible for making sure their employees follow B.C.'s liquor laws and the terms and conditions of the agent's licence.

Activities Not Permitted

Tied houses

A licensee retail store may not operate as a "tied house." A tied house is an establishment that has an association - financial or otherwise - with a liquor manufacturer or its agent, that is likely to lead to its products being favoured.

That means you must not agree to sell only one manufacturer's products in your store, or to promote a particular product because of your association with a particular liquor manufacturer or agent. (You are similarly prohibited from having an association, financial or otherwise, with a UBrew/UVin.)

IMPORTANT!

Please see *Appendix 3* for a sample buy-sell agreement. You must follow this format or similar, and both you and the liquor manufacturer/agent must keep a copy of the buy-sell agreement at your place of business for two years after the agreement expires. All buy-sell agreements must include:

- your name and licence number
- the liquor manufacturer/agent's name and licence number
- start and end dates of your agreement (may not exceed 36 months)
- the terms of the agreement – what you and the manufacturer have agreed to, including the type, number and retail value of any promotional activities or items conducted or supplied by the manufacturer or agent.

The buy-sell agreement may be signed by you, your manager or other person in charge, and by the manufacturer/agent or his or her sales staff.

Inducements

The Act prohibits you from asking for or receiving benefits for selling a particular liquor product. You may not, for example, demand that a manufacturer or agent supply additional product at either no cost or at a reduced cost, in return for purchasing their product.

You may accept information and ideas to help you improve your business, but this information must come directly from the manufacturer or agent, and not through an outside consultant. You may not accept advice about borrowing money or locating financing.

You are also prohibited from accepting any items, products or services from a manufacturer or agent that are necessary for the operation of your business. This includes money, credit or other forms of financial assistance, as well as fixtures, furnishings, products, repair costs, draught lines, glassware, games, refrigerators, shelving or permanent display structures.

In addition:

- A liquor manufacturer or agent may not rent rooms from you, then leave them unoccupied for you to rent again.
- You must always pay for your own advertising. A liquor manufacturer or agent may not pay all or a portion of your advertising costs (or vice versa), or advertise your entertainment line-up, drink specials, or menu items. With permission from a manufacturer or agent, you can include the manufacturer's logo in your ads, but you cannot demand or receive financial compensation or other consideration in return.

Activities Permitted At Any Time, Without a Buy-Sell Agreement

Promotional items

You may accept promotional items of nominal value, such as posters, from a liquor manufacturer or agent, provided it does not appear that you are promoting a particular liquor product or the products of a particular manufacturer (brand-identified or corporately identified items of a particular liquor manufacturer must not predominate).

You may buy clothing and novelties – such as shirts, caps, key chains, etc. – with the name or brand of a particular liquor or liquor manufacturer at fair market value, and re-sell them to your customers or employees. These items may display the name of your licensee retail store.

Value-added promotional items approved for government liquor stores

If a liquor manufacturer or agent has received approval from the Liquor Distribution Branch to offer value-added promotional items in B.C. government liquor stores, he or she may also provide those same promotional items to your store for the same promotion period.

All value added-promotions must follow the Liquor Distribution Branch guidelines outlined in their booklet, *The Beverage Alcohol Promotions Program for B.C. Liquor Stores*.

Under the Liquor Distribution Branch guidelines, value-added promotional items must be of nominal value (they may not exceed 20 per cent of the retail price of the base product), and must be liquor or liquor-related or branded. Items may include:

- "on-packs," where a small bottle of liquor or an item such as a corkscrew is attached to a bottle or case of liquor
- "in-packs," where an item, such as a T-shirt, is included inside a case of liquor, and
- "near-packs," where an item, such as a bag of chips with a manufacturer's brand, is placed near or alongside a liquor product and is given away whenever that product is purchased.

Please note:
Other promotions that require the purchase of a liquor product as a condition of participation are not allowed. For example, you may not offer cigarettes at a reduced price when a customer buys a certain quantity of liquor.

Value-added promotions may also include third-party coupons attached to a liquor product by a neck tag or back label, or placed inside a case. These coupons may not be for a rebate or reduction on the purchase price of a liquor product, for a free liquor product of any kind, or for cash.

ay keep any leftover items at the end of the
otional period and continue to offer them to
ustomers until they are gone; however, you
ot take any promotional items for personal
future promotions.

otional items are not transferable: you may
ansfer items to another licensee or to
er establishment, even if you own it (a bar
, for example).

quor manufacturer or agent must give you a
f the Liquor Distribution Branch's letter of
val, and you must then keep the copy on-

nd the manufacturer or agent may advertise
promotions.

uct samples

vay of introducing their
cts, a manufacturer or
may give you product
es, but the amount you
e must not be more than
ottle of the smallest
le size per product (or,
er, cider and coolers,
ozen bottles or cans) in
ne year.

ust keep a record of all
es received in your liquor
er, including the date,
of the manufacturer or
name of the product
olume of the product.
r your staff only, in a
e place outside the
ed area, may consume this product. It is not
led for your patrons and must not be
d to them.

Size limits for product samples:

- Distilled spirits: One bottle of the smallest available size per product (750 ml. or greater).
- Wine: The smallest available size per product per vintage (not exceeding two litres).
- Beer, Cider, Coolers: One dozen of the smallest available size bottles or cans (total not exceeding four litres).

sumer tastings

nd a liquor manufacturer or agent may
to conduct tastings of products that are
le for sale in your store.

n a consumer tasting event will take place,
ow long it will run, is up to you and the
facturer or agent. However, all tasting must
0 minutes before your store closes, and you
can only have one consumer tasting event going on in your store at a time.

- You and the liquor manufacturer or agent may advertise the tasting within or outside the store, using promotional materials supplied by the liquor manufacturer or agent.

Maximum quantities per patron at a consumer tasting:

	SINGLE PRODUCT	MULTIPLE PRODUCT
Wines	20 ml.	30 ml.
Spirits	10 ml.	20 ml.
Beer/cider/ coolers	30 ml.	45 ml.

The quantities for multiple product tasting apply only where you are presenting more than one product at a single tasting. The quantity for multiple products is a total of all products offered. For example, if you present three kinds of wine, you may offer a maximum quantity of 10 ml. of each wine to taste.

- You may not charge the manufacturer or agent a rental fee for demonstration space.
- You must make sure all servers are familiar with the rules governing consumer tastings at liquor stores. Servers may not serve minors or anyone who is apparently under the influence of alcohol, and may not leave open containers unattended.
- The liquor manufacturer or agent must purchase all products to be tasted from you. The price you charge must be no less than what you paid for the product and no more than the price you normally charge your customers.
- You must issue (and the liquor manufacturer or agent must retain) a countersigned receipt for the dollar value of sampled product.
- At the end of the consumer tasting:
  - you or the liquor manufacturer/agent must destroy any poured samples, and empty any unfinished bottles
  - the liquor manufacturer or agent may not remove any opened bottles.
- You may also serve food samples that compliment a particular alcoholic beverage. You can install kitchen equipment to accommodate these events, and you may charge an attendance fee.

  However:
  - neither the food ingredients nor the final product may be offered for sale, but you may charge those attending the event a fee
  - the focus of your business must not shift to that of a restaurant or food store, and
  - you must obtain approval from the local Environmental Health Officer before installing kitchen equipment and serving food samples.

spitality

may accept hospitality from a liquor nufacturer or agent without a buy-sell eement, if the cost of the hospitality is less n $25. (Liquor manufacturers may pay ditional hospitality costs – up to $1,000 - but must ensure this is included in a buy-sell eement.)

ntests (that are running in vernment liquor stores)

liquor manufacturer or agent is running a ntest in government liquor stores, he or she y also hold that same contest in your store d other licensee retail stores) for the same riod and with the same promotional materials display.

ou agree to hold a contest in your store, the uor manufacturer or agent must conduct the ntest, install all promotional items, and remove promotional items within 10 days after the ntest has ended. The manufacturer/agent must o record the name of anyone who wins a prize ued at over $100.00.

u may include contest entry forms in your print s, and may mention ere entry forms are ilable in any of your vertising.

oduct vouchers

u may enter into an reement with a liquor nufacturer or agent to nour their product uchers (certificates for a ecific quantity of liquor at customers can redeem participating licensee retail ores at no charge).

e manufacturer or agent ly may distribute uchers.

Size limits for product vouchers:

- Distilled spirits: One bottle of the smallest available size per product (750 ml. or greater).
- Wine: The smallest available size per product per vintage (not exceeding two litres).
- Beer, Cider, Coolers: One dozen of the smallest available size bottles or cans (total not exceeding four litres).

nce a voucher is redeemed, the liquor nufacturer or agent must pay you the full retail ice for the quantity of liquor specified on the ucher. You may not ask for, or receive, an additional "redemption fee" for accepting a product voucher.

Activities Permitted With a Buy-Sell Agreement Only

More expensive promotional materials

Under a buy-sell agreement, a liquor manufacturer or agent may loan you more expensive promotional items with the manufacturer's name or brand, such as signs or mirrors. The manufacturer may also loan you temporary display structures and related promotional items (all displays and promotional items remain the property of the manufacturer). You may also accept T-shirts, hats and other promotional clothing items with a manufacturer's name or brand on them to give away to your customers. You may not take any promotional items for personal use or future promotions, and you cannot sell them.

All promotional items and displays must be individually listed in your buy-sell agreement. The agreement must also identify a specific time for the loan or promotion (six months, for example), and the manufacturer must remove all promotional materials at the end of the identified time period.

Value-added promotional materials for licensee retail stores (not supplied to government liquor stores)

You may accept value-added promotional items from a manufacturer/agent that he or she is not supplying to government liquor stores, provided the items are included in a buy-sell agreement and do not contain liquor. (Please see the earlier section on *Value-added promotional materials approved for government liquor stores* for further rules about value added promotional materials.)

Contests (that are not running in government liquor stores)

You may hold contests in conjunction with a liquor manufacturer or agent that are not running concurrently in government liquor stores, provided the manufacturer/agent follows the

bution Branch guidelines outlined in
, *The Beverage Alcohol Promotions*
.C. *Liquor Stores*.
anufacturer or agent must conduct
nstall all promotional items, and
romotional items within 10 days after
as ended. The manufacturer/agent
cord the name of anyone who wins a
at over $100.00

ude contest entry forms in your print
mention where entry forms are
ny of your advertising.

hips
rs and agents may not sponsor
ivities at your licensee retail store.

al events and activities
nd educational events or activities –
-day "wine school" – put on by a
acturer or agent.

ept payment from the liquor
r or agent for legitimate travel, meal,
ion, and entertainment expenses
ith the educational event, up to
icensee location per year. If you have
sed establishments - a chain of
l stores, for example - you may also
ses of $1,000 per person to a
$3,000 per head office per year.

y
nufacturer or agent may pay for your
penses not associated with an
event, at a rate of up to $1,000 per
tion per year. The
r/agent may also pay for any
province travel costs related to the
may accept hospitality worth up to
y one time from a liquor
r or agent without a buy-sell

Relations with Liquor Manufacturers and Agents: A Summary

(Please review chapter for exact details)

Activities not permitted

You may not:

- Operate as a tied house.
- Accept a benefit, including money, items, products or services, from a manufacturer/agent for selling a particular liquor product.

Activities permitted at any time, without a buy-sell agreement

Without a buy-sell agreement you may:

- Accept promotional items of nominal value, such as posters, from a manufacturer/agent.
- Buy promotional items such as branded shirts, caps or key chains from a manufacturer/agent at fair market value and re-sell them to your customers.
- Accept value-added promotional items from a manufacturer/agent, provided the manufacturer/agent is also providing the same promotional items at the same time to government liquor stores.
- Accept hospitality (e.g., drinks or a meal) worth up to $25.00 at any one time from a manufacturer/agent.
- Accept product samples from a manufacturer/agent.
- Conduct a consumer tasting with a manufacturer/agent.
- Conduct a contest with a manufacturer/agent, provided the manufacturer/agent is running the same contest at the same time in government liquor stores.
- Honour product vouchers from a manufacturer/agent.

Activities permitted with a buy-sell agreement only

With a buy-sell agreement you may:

- Borrow from a manufacturer/agent more expensive promotional items, such as umbrellas, mirrors or menu boards, and temporary display structures and related promotional items.
- Accept from a manufacturer/agent T-shirts, hats and other promotional clothing items to give away to your customers.
- Accept value-added promotional items from a manufacturer/agent that are not also available at government liquor stores (provided you follow liquor Distribution Branch guidelines).
- Conduct a contest with a manufacturer/agent that is not also running in government liquor stores (provided you follow Liquor Distribution Branch guidelines).
- Attend educational events and activities put on by a manufacturer/agent and accept payment from the liquor manufacturer for your travel and other costs.
- Accept payment from a manufacturer/agent for hospitality costs not associated with an educational event or activity.

spections

We Inspect nsed ablishments

iquor inspectors conduct regular, inced inspections of licensed ments to make sure licensees are g the Act and Regulations and their erms and conditions, and to make sure e timely consequences when they don't.

on, a liquor inspector may conduct an n:

esponse to a complaint from a member of public, another licensee, a local ernment/First Nation, police or any other ncy, or

ollow-up on a Licensed Premises Check C) issued by a police officer.

ry of Liquor ectors and Police cers

st give liquor inspectors and police immediate access to all areas of your ment on request. It is a serious ention to refuse or delay providing access spector or police officer.

ducing Documents Records

st allow the general manager (or a ed person such as a liquor inspector) to documents and records associated with ablishment, including:

or sales, purchase and disposal records

s records, invoices and purchase receipts

agreements and contracts with liquor ufacturers and agents, such as a buy-sell eement

e and management contracts related to r licensed establishment

loyee records

ords of the quantity and price of liquor vings

- records of any incidents or events that occurred on or near the licensed premises, and
- any court orders or judgements against you.

Liquor Seizures and Sampling

Both liquor inspectors and the police have the authority to seize liquor they believe might be illicit from any licensed establishment. They will either destroy the liquor immediately or hold it in storage for 30 days.

Liquor inspectors may also take reasonable samples of liquor found in a licensed establishment or liquor storage area to determine whether the liquor is illegal, unauthorized, adulterated or contaminated. An inspector does not need evidence that the Act or Regulations have been breached to take a sample.

rcement

ention Notice

r believes that you or your staff are
ct, its Regulations or the terms and
licence, the inspector must issue a
tice to you, that identifies the
on.

Please note:

As a licensee, you are legally responsible for understanding and complying with the requirements of the Act, its Regulations and the terms and conditions of your licence, and for any contraventions committed against your licence.

You are also responsible for making sure your employees follow B.C.'s liquor laws and the terms and conditions of your licence, even when you are not on site.

As the licensee, you are responsible for any contraventions against your licence.

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eting is a meeting between you and
d possibly others, such as members
police, government and fire officials.

e meeting is to promote voluntary
he liquor licensing rules and to assist
, and creating solutions for, potential
spector will prepare a written record
d including any procedures you
ace to deal with the problem, and
me into effect. Once you and the
ed it, you will receive a copy, and a
e placed in your establishment's file.

ngs are not a required step before
nforcement action.

f Enforcement

or recommends enforcement action,
ional manager concurs, you will
of Enforcement Action. The Notice
ction will include the details of the allegation, the proposed penalty, why the branch is recommending enforcement action, and the reasons for recommending this particular penalty.

You have the option of disputing the branch's allegations at an enforcement hearing or signing a waiver notice.

If enforcement action is pending and you have applied for a change to your licence, the general manager may decide to wait for the outcome of the enforcement action before making a decision on the change request.

Waiver

Signing a waiver means that you

- agree that the contravention occurred,
- accept the penalty proposed in the Notice of Enforcement Action,
- waive the opportunity for an enforcement hearing, and
- agree that the contravention and penalty will form part of the compliance history of the licence and the licensee.

You may sign a waiver at any time prior to the hearing.

Pre-hearing Conference

After receiving the Notice of Enforcement Action, you will be asked to participate in a pre-hearing telephone conference conducted by the branch's registrar of enforcement hearings. At the pre-hearing conference, the registrar will:

- obtain your response to the allegations and determine if an enforcement hearing is required
- clarify the issues that will be addressed at the enforcement hearing
- identify and discuss the evidence that both you and the branch plan to present at the enforcement hearing (this includes the the names of any witnesses who will testify on your or the branch's behalf)
- arrange for the branch and you to exchange copies of any documents or other evidence that will be introduced at the hearing
- explain the enforcement hearing process
- set a date for the enforcement hearing.

If you do not participate in the pre-hearing conference, you may lose the opportunity for an oral hearing, and the general manager may make a decision based on the written submissions only.

ement Hearing

arings may be conducted in-person, via written submission, or any these.

ent hearing, an adjudicator, who is a general manager, will consider the rgument ou and e decide eged) vhat tion, if d. The es a n after the hearing.

> **Note:**
> You may represent yourself at a hearing, be represented by a lawyer or you may be represented by someone with written authority to act on your behalf.

e Enforcement

or decides the contravention occurred,

e liquor licence for a period of time
nonetary penalty
quor licence
scind or amend the terms and of a licence, and
ensee to transfer a licence.

or finds that either a licence suspension enalty is warranted, they may not ty less than the minimums set out in the Regulation. They may impose higher it is in the public interest to do so. ound by the penalties proposed in the rcement Action.

forcement action imposed will depend f factors, including the nature of the the circumstances of the contravention, nent's compliance history, and your tory as a licensee.
ent action imposed will form part of the tory of the licence and the licensee.

Selling Liquor While Under Suspension

If the enforcement process results in your licence being suspended, your store must close. Failure to abide by your suspension, including allowing branch officials to post suspension signs, is a serious contravention that could lead to an extended licence suspension, cancellation or transfer of your liquor licence.

Judicial Review

If you are dissatisfied with an enforcement hearing decision, you may apply to the B.C. Supreme Court for a judicial review.

APPENDIX 1
Penalty Schedule
Schedule 4
Enforcement Actions

Interpretation

1 (1) For the purposes of this Schedule,

(a) a contravention is of the same type as another contravention if each contravention is described by the same Item of this Schedule, and

(b) a contravention by a licensee is

(i) a first contravention if the contravention was committed at or in respect of an establishment and the licensee has not committed a contravention of the same type at or in respect of that establishment within the 12 month period preceding the commission of the contravention,

(ii) a second contravention if the contravention was committed at or in respect of an establishment and the licensee has committed one contravention of the same type at or in respect of that establishment within the 12 month period preceding the commission of the contravention, and

(iii) a subsequent contravention if the contravention was committed at or in respect of an establishment and the licensee has committed a second contravention of the same type at or in respect of that establishment within the 12 month period preceding the commission of the contravention.

(2) In section 20 (1) (c.1) of the Act and in Item 13 of this Schedule, "**reasonable measures**" means, in respect of a licensee, measures that are

(a) reasonable in the circumstances, and

(b) reasonably within the capacity of the licensee to effect.

Item	Contravention	Period of Suspension (Days)			Monetary Penalty
		First Contravention	Second Contravention	Subsequent Contravention	
OPERATING OUTSIDE OF LICENCE PURPOSE					
1	Operation of a licensed establishment in a manner that is contrary to the primary purpose of the licence	10 - 15	20 - 30	30 - 60	$7 500 - $10 000
MINORS					
2	A breach of section 33 of the Act [*Selling liquor to minors*]	10 - 15	20 - 30	30 - 60	$7 500 - $10 000
3	A breach of section 35 of the Act [*Minors on licensed premises*]	4 - 7	10 - 14	18 - 20	$5 000 - $7 500
4	Rescinded (February 2007) ~~A breach of section 35(2) of the regulations (Failure to request identification from person appearing to be under 36)~~	—	—	—	—
GAMBLING					
5	A breach of section 36(2)(a) of the Act by authorizing or permitting gambling in the licensed establishment	4 - 7	10 - 14	18 - 20	$5 000 - $7 000
6	A breach of section 36(2)(c) of the Act by authorizing or permitting a device used for gambling to be placed, kept or maintained in the licensed establishment	10 - 15	20 - 30	30 - 60	$7 500 - $10 000
DISORDERLY OR RIOTOUS CONDUCT					
7	A breach of section 36(2)(a) of the Act by authorizing or permitting, in the licensed establishment, drunkenness or violent, quarrelsome, riotous or disorderly conduct	10 - 15	20 - 30	30 - 60	$7 500 - $10 000
8	A breach of section 36(2)(b) of the Act by authorizing or permitting, in the licensed establishment, any unlawful activities or conduct	10 - 15	20 - 30	30 - 60	$7 500 - $10 000
INTOXICATED PERSONS					
9	A breach of section 43(1) of the Act by selling or giving liquor to an intoxicated person or a person apparently under the influence of liquor	4 - 7	10 - 14	18 - 20	$5 000 - $7 000
10	A breach of section 43(2)(a) of the Act by permitting a person to become intoxicated	4 - 7	10 - 14	18 - 20	$5 000 - $7 000
11	A breach of section 43(2)(b) of the Act by permitting an intoxicated person to remain in that part of the licensed establishment where liquor is sold or served	4 - 7	10 - 14	18 - 20	$5 000 - $7 000

Item	Contravention	Period of Suspension (Days)			Monetary Penalty
		First Contravention	Second Contravention	Subsequent Contravention	
WEAPONS					
12	A breach of section 47 of the Act [*Licensee's duty - dangerous weapons*]	4 - 7	10 - 14	18 - 20	$5 000 - $7 000
LICENSEE RESPONSIBLE FOR DISTURBANCE OF PERSONS IN THE VICINITY					
13	A failure to take reasonable measures to ensure that the operation of the licensed establishment is not contrary to the public interest and does not disturb persons in the vicinity of the establishment	10 - 15	20 - 30	30 - 60	$7 500 - $10 000
OVERCROWDING					
14	Permitting more persons in the licensed establishment than the patron or person capacity set by the general manager and the number of persons in the licensed establishment in less than or equal to the occupant load	1 - 3	3 - 6	6 - 9	$1 000 - $3 000
15	Permitting more persons in the licensed establishment than the patron or person capacity set by the general manager and the number of persons in the licensed establishment is more than the occupant load	4 - 7	10 - 14	18 - 20	$5 000 - $7 000
ILLICIT LIQUOR					
16	A breach of section 38 of the Act [*Unlawful sale of liquor*]	10 - 15	20 - 30	30 - 60	$7 500 - $10 000
17	A breach of section 38 1 of the Act [*Unlawful to dilute or adulterate liquor*]	4 - 7	10 - 14	18 - 20	$5 000 - $7 000
18	A breach of section 39 of the Act [*Unlawful purchase of liquor*]	10 - 15	20 - 30	30 - 60	$7 500 - $10 000
19	A breach of section 35(3) of this regulation by failing to keep and maintain a register of all liquor purchased and received	1 - 3	3 - 6	6 - 9	$1 000 - $3 000
20	A breach of section 35(1) of the regulation by purchasing liquor other than from a liquor store designated in writing by the general manager or designated by the Liquor Distribution Branch, or without identifying the licensee as a licensee	1 - 3	3 - 6	6 - 9	$1 000 - $3 000
21	A breach of section 36 of this regulation by selling or providing under one licence liquor that is purchased under another licence without authorization of the general manager	10 -15	20 - 30	30 - 60	$7 500 - $10 000

Item	Contravention	Period of Suspension (Days)			Monetary Penalty
		First Contravention	Second Contravention	Subsequent Contravention	
LIQUOR SERVICE					
22	A breach of section 43 of this regulation by the licensee failing to complete the required training program	4 - 7	10 - 14	18 - 20	$5 000 - $7 000
23	A breach of section 43 of this regulation by a manager or server failing to complete the required training program	1 - 3	3 - 6	6 - 9	$1 000 - $3 000
24	A breach of section 44 (1)(a) of this regulation by a licensee with a liquor primary licence or liquor primary club licence failing to clear the licensed establishment of patrons within ½ hour after the time stated on the licence for the hours of liquor service, or other time authorized by the general manager	1 - 3	3 - 6	6 - 9	$1 000 - $3 000
25	A breach of section 44(1)(b) of this regulation by a licensee with a food primary licence failing to ensure that liquor is taken from patrons within ½ hour after the time stated on the licence for the hours of liquor service, or other time authorized by the general manager	4 - 7	10 - 14	18 - 20	$5 000 - $7 000
26	A breach of section 44(3) of this regulation by allowing a person to consume liquor in the licensed establishment beyond ½ hour after the time stated on the licence for the hours of liquor service, or other time authorized by the general manager	4 - 7	10 - 14	18 - 20	$5 000 - $7 000
27	A breach of section 42(3) of this regulation as a result of an employee or the licensee consuming liquor while working on the licensed premises	1 - 3	3 - 6	6 - 9	$1 000 - $3 000
28	A breach of section 42(2) of this regulation by permitting liquor not purchased from the licensee to be consumed in the licensed establishment	4 - 7	10 - 14	18 - 20	$5 000 - $7 000
29	A breach of section 42(4) of this regulation by permitting liquor sold in the licensed establishment to be taken from the establishment	1 - 3	3 - 6	6 - 9	$1 000 - $3 000
30	A breach of section 41(2) of this regulation by providing unlimited or unspecified quantities of liquor for a single price, using a sales strategy that is likely to promote or encourage intoxication, or altering the price of liquor during a day after it has been set for that day	4 - 7	10 - 14	18 - 20	$5 000 - $7 000
PRODUCTION OF RECORDS					
31	A breach of section 73 (1) (a), 73 (2) (a) or 73 (2) (b) of the Act [*Failure to produce a document or record or thing*]	10 - 15	20 - 30	30 - 60	$7 500 - $ 10 000

Item	Contravention	Period of Suspension (Days)			Monetary Penalty
		First Contravention	Second Contravention	Subsequent Contravention	
ADVERTISING					
32	A breach of section 49 of the Act [*Display of signs*]	1 - 3	3 - 6	6 - 9	$1 000 - $ 3000
33	A breach of section 51.1 of the Act [*Advertising liquor*] or section 58 of this regulation	1 - 3	3 - 6	6 - 9	$1 000 - $3 000
ENTERTAINMENT					
34	Permitting in the licensed establishment entertainment by one or more exotic dancers or strippers that is prohibited or restricted under section 50 of the Act	4 - 7	10 - 14	18 - 20	$5 000 - $ 7 000
35	Permitting in the licensed establishment any other entertainment that is prohibited or restricted under section 50 of the Act	1 - 3	3 - 6	6 - 9	$1 000 - $ 3000
LICENSING CONTRAVENTION					
36	A breach of section 15 (2) of the Act [*Failure to disclose a material fact or false or misleading statement in application*]	10 - 15	20 - 30	30 - 60	$7 500 - $10 000
37	A breach of section 18 of the Act [*Tied houses*] by failing to disclose to the general manager the information that must be disclosed under that section	10 - 15	20 - 30	30 - 60	$7 500 - $10 000
38	A breach of section 19 (3) of the Act by transferring shares of the licensee's capital stock without first receiving the general manager's approval for that transfer	1 - 3	3 - 6	6 - 9	$1 000 - $3 000
39	A breach of section 7 of this regulation by making structural alteration of or change to the size of any area of the licensed establishment without first receiving the written permission of the general manager	1 - 3	3 - 6	6 - 9	$1 000 - $3 000
INDUCEMENTS					
40	A breach by the licensee or an employee of the licensee of section 45 of the Act [*Licensee not to give or accept gifts for promoting liquor*]	10 - 15	20 - 30	30 - 60	$7 500 - $10 000

Contravention	Period of Suspension (Days)			Monetary Penalty
	First Contravention	Second Contravention	Subsequent Contravention	
PROMOTIONAL ACTIVITY				
A breach of section 50.1(3)(d) of this regulation by engaging in promotional activity if that promotional activity is required to be, but is not, documented in an appropriate buy-sell agreement	1 - 3	3 - 6	6 - 9	$1 000 - $3 000
U-BREW/U-VIN				
A breach of section 23 of this regulation by failing to ensure that the customer performs the listed tasks	4 - 7	10 - 14	18 - 20	$5 000 - $7 000
A breach of section 22 [*Payment, acknowledgment and invoice required*], 24 [*Licensee or employee production*], 25 [*Storage requirements*], 26 [*No consumption other than tasting*], 27 [*Customer required to bottle own product*], 28 [*Removal of finished product required*], 30 [*Minors*], 31 [*Record keeping and reporting requirements*], 32 [*Advertisements*] or 33 [*Hours of operation*] of this regulation	1 - 3	3 - 6	6 - 9	$1 000 - $ 3000
A breach of section 29 of this regulation by failing to ensure that beer, wine or cider is not kept, offered or produced for sale at a U-Brew or U-Vin	10 - 15	20 - 30	30 - 60	$7 500 - $10 000
DEFAULT IN MONETARY PENALTIES				
A breach of section 20 (2.6) of the Act [*Failure to pay monetary penalty within 30 days or period specified by the general manager*]	10 - 15	20 - 30	30 - 60	
OTHER				
A breach of section 20 of the Act by permitting the sale, service or consumption of liquor while the licensee's licence is under suspension, or A breach of section 67 (3) of the Act, by (a) obstruction or attempting to obstruct an entry or search by a peace officer under section 67 of the Act, or (b) refusing or failing to admit immediately a peace officer demanding entry anywhere under section 67 of the Act, or A breach of section 73 (1) (b) (ii) or (iii) of the Act by neglecting or refusing to allow storage premises or an establishment licensed under the Act to be inspected, or A breach of section 73 (2) (c) of the Act by neglecting or refusing to allow premises to be inspected	If the licence is not cancelled or transferred in accordance with section 69 of this regulation, at least 15 days			

Item	Contravention	Period of Suspension (Days)			Monetary Penalty
		First Contravention	Second Contravention	Subsequent Contravention	
	GENERAL				
46	Any breach of any provision of the Act, the regulations or the terms and conditions of the licence not specifically referred to in Items 1 to 45	1 - 3	3 - 6	6 - 9	$1 000 - $3 000

APPENDIX 2
Making Changes to Your Liquor Licence

Changes that Require Approval from the General Manager

nent change

nust apply for a permanent change if you want to:
hange the name of your business
hange your hours of sale
hange anyone or any company – owners, partners, shareholders, corporations or holding ompanies
ransfer shares either externally to new shareholders, or internally between current shareholders, f you are a private corporation
dd a receiver or executor

ural change

nust apply for a structural change if you want to:
change the layout or size of your store.

er of location

nust apply for a transfer of location if you want to:
re-locate your business

arty or resident manager change

nust apply for a third-party operator or resident manager change if you want to:
change (or add) a third-party lessee or management firm operating within your licensed establishment
change your resident manager, if you are a non-resident private corporation

rary change

nust apply for a temporary change if you want to:
make a change or changes for a relatively short period – usually for a special event or to allow time for renovations or structural alterations.

Application Forms, Documentation and Other Required Approvals

The application form, documentation and approvals you will need depend on the type of change you are asking for. For example:

To alter the structure or layout of your building, you will need an Application for a Structural Change, and to supply large scale floor plans.

To change or add a third-party lessee or management firm, you will need an Application for a Third-Party Operator or Resident Manager, and to supply a range of company documents and a completed criminal record search form for each new person.

To transfer shares, you will need an application for a Permanent Change to a Liquor Licence, and all shareholders will need to agree to a criminal record check.

Application Forms:
Forms are available under "Liquor Licensing" on the provincial government's website:
www.gov.bc.ca/pssg
or call our toll free line:
1 866 209 2111
or e-mail us at:
lclb.lclb@gov.bc.ca

The individual application forms explain the documentation and/or approvals required for each type of change. The Fee Schedule for Licence Changes lists the fee charged for each type of change.

Criminal record checks

Some changes will require that you consent to a criminal record check. To do so, you must complete both the Personal History Summary and Consent to Criminal Record Search form and the RCMP Consent for Disclosure of Criminal Record Information.

Applicants who have applied for a liquor licence and consented to a criminal record search within the previous 12 months are exempt, unless requested to consent to another search by the general manager.

Applicants living outside of Canada, refugees and permanent residents who have been in Canada for less than five years and anyone who has been charged or convicted of a crime must also provide a statutory declaration signed by a lawyer, Notary Public, or Commissioner for Taking Affidavits – stating that they have not been charged or convicted of a crime, or providing details of any past charges, convictions or sentences. In addition, permanent residents who have been in Canada less than five years must attach a copy of their "Record of Landing" (Form IMM 1000, Permanent Resident Card or equivalent documentation) as provided by Citizenship and Immigration Canada when they entered the country.

Once we have the required documents, we will send them on to the RCMP. They will check the person's name and birth date and other information against criminal records across Canada, and report back to us with the final results:

- If the search reveals no criminal record, we will continue to process your change request.
- If the RCMP are unable to confirm the information you provided on the statutory declaration and the search reveals a *possible* relevant criminal record, we will ask you to go to the local police or RCMP station to provide fingerprints. (The police may charge you a fee for this service.) Specially trained analysts will compare these fingerprints to the prints associated with the criminal record.

Even if it turns out that an applicant does have a criminal record, however, it does not mean we will automatically turn down the application. We will look carefully at the circumstances of the individual case - the severity of the crime and when it was committed, for example, and what the applicant has done to change his or her behaviour since then - and how the type of crime committed relates to the responsibilities that go with holding a liquor licence.

APPENDIX 3
Sample Buy-Sell Agreement

BUY-SELL AGREEMENT

BETWEEN

arties: _____ and _____

Liquor Manufacturer/Agent
(licence name as shown on face of licence)

Licensee
(licence name as shown on face of licence)

_____ and _____

Liquor Manufacturer/Agent Licence Number

Licensee Licence Number

urpose: The contractual obligations stated below are agreed to and will be adhered to by both Parties throughout the duration of this agreement.

uration *(must not exceed 36 months)*:

Start Date: _____ End Date: _____

erms Agreed to by Licensee:

_____ hereby agrees to:

Licensee

A. Purchase or order over the duration period:

Product Name	UPC	Size	Quantity/Volume

B. Placement of promotional items, product displays, point-of-sale or similar material:

_____

_____

_____over the duration period.

erms Agreed to by Liquor Manufacturer/Agent:

In return for the considerations noted above _____ agrees to:

Liquor Manufacturer/Agent

A. Provide (promotional items such as mirrors, ceramic draft beer towers, menu boards, patio umbrellas, or T-shirts, hats, etc.):

_____

_____

_____RETAIL VALUE: $_____

B. Conduct (theme night, manufacturer's dinner or contest):

_____

_____

_____RETAIL VALUE: $_____

C. Implement Value-Added Promotions (on-packs, in-packs, near-packs, or coupons):

_____

_____

_____RETAIL VALUE: $_____

D. Other (educational events or activities):

_____

_____

_____RETAIL VALUE: $_____

Conditions and Understanding:

Promotional activities must be directed to the consumer and promotional items must be provided to or be for the principal benefit of patrons.

This Agreement shall not exclude, restrict or otherwise prohibit the licensee from carrying, selling, or displaying the products of any other liquor manufacturer/agent.

Both Parties agree to maintain, on site, certifiable copies of this Buy-Sell Agreement and any related documents for two years after their expiry date. All such documents must be available and provided, without delay, when requested by the general manager of the Liquor Control and Licensing Branch.

Buy-Sell Agreements must not exceed 36 months in duration.

Value-added items may not exceed 20% of the retail price of the liquor item being promoted.

The names of recipients of prizes over $100 must be recorded and retained with this agreement.

Despite any provision in this agreement to the contrary, the Parties agree not to engage in any promotional activity that is not, or that ceases to be, authorized under one or more of:

a. The Liquor Control and Licensing Act
b. The Liquor Control and Licensing Regulation
c. The terms and conditions to which one or more of the parties are subject to under licence from the Liquor Control and Licensing Branch.

This Agreement and its contents have been read and are fully understood.

Authorized Signatory:

_____ and _____

Liquor Manufacturer/Agent Name — Licensee (or manager)

_____ _____

Position or Title — Position or Title

Dated this _____ day of _____ 2_ _ _ at _____, British Columbia.

APPENDIX 4
CRTC Code For roadcast Advertising of Alcoholic Beverages

ges for alcoholic beverages shall not:

uence non-drinkers of any age to drink or purchase alcoholic beverages;

persons under the legal drinking age, associate any such product with youth or youth ortray persons under the legal drinking age or person who could reasonably be mistaken for n a context where any such product is being shown or promoted;

oduct in the context of, or in relation to, an activity attractive primarily to people under the age;

lorsement of the product, personally or by implication, either directly or indirectly, by any ter, or group who is or is likely to be a role model for minors because of a past or present olic trust, special achievement in any field of endeavour, association with charities and/or ities benefiting children, reputation or exposure in the mass media;

ablish the product as a status symbol, a necessity for the enjoyment of life or an escape from , or attempt to establish that consumption of the product should take precedence over other

or indirectly that social acceptance, social status, personal success, or business or athletic nay be acquired, enhanced, or reinforced through consumption of this product;

or indirectly that the presence or consumption of alcohol is, in any way, essential to the an activity or an event;

ch product, or its consumption, in an immoderate way;

importance or effect of any aspect of the product or its packaging;

nguage that suggests, in any way, product misuse or product dependency, compulsive ency of need or urgency of use;

language to urge people to purchase or consume the product;

product in such a way or at such a time that it may be associated with the operation of any veyance requiring skill;

product in such a way or at such a time as may associate the product with any activity nificant degree of skill, care or mental alertness or involving an obvious element of danger;

ments to prefer an alcoholic beverage because of its higher alcoholic content;

eling and effect caused by alcohol consumption or show or convey the impression, by comportment, that the people depicted in the message are under the influence of alcohol;

ns with any such product in situations in which the consumption of alcohol is prohibited; or

in which any such product is consumed, or that give the impression, visually or in sound, or has been consumed.

The Best Place on Earth

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